

Policy Number: FD0504362



AFTER HOURS TRADING EXCLUSION

Insurers shall not be liable to make any payment in connection with any Claim (for purposes of this endorsement, to include any civil, criminal or regulatory investigation) based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving, Late Trading or Market Timing in the trading of mutual fund shares.

For the purposes of this endorsement, Late Trading shall mean:

- (1) placing orders to buy or sell mutual fund shares after the close of a trading day, but receiving the price based on the mutual fund's Net Asset Value for that day of trading; or
- (2) violations of laws, rules or regulations relating to the rules of forward pricing; or
- (3) allegations that after the close of trading, hedge funds or other investors were allowed to cancel orders of mutual fund shares or securities that were made prior to the close of trading; or
- (4) the types of late trading practices described in the 3rd September 2003 complaint filed by the New York Attorney General in the action styled State of New York v. Canary Capital Partners, LLC et al.,

For the purposes of this endorsement, Market Timing shall mean:

- (1) intentionally permitting Short-Term Trading of mutual fund shares; or
- (2) written or oral representations regarding the use of Short-Term trading or timing trading techniques in a mutual fund's shares, or written or oral representations regarding the mutual fund's efforts to monitor or prevent Short-Term Trading or timing trading in its shares; or
- (3) the receipt of fees or other compensation in exchange for trading privileges not available to other investors in mutual fund shares; or
- (4) the types of late trading practices described in the 3rd September 2003 complaint filed by the New York Attorney General in the action styled State of New York v. Canary Capital Partners, LLC et al., Supreme Court of the State of New York.

For the purposes of this endorsement, Short Term Trading shall mean selling or exchanging shares in a mutual fund less than 60 days after its purchase, or any other period of time greater than 60 days if so described by the mutual fund as Short-term Trading.

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LADDERING EXCLUSION

In consideration of the premium charged for this Policy, it is hereby understood and agreed that Section 4, Exclusions, is amended to add the following:

- y) based upon, arising out of, directly or indirectly from or in consequence of, or in any way involving any actual or alleged:
 - 1) solicitation or receipt of any excessive, additional, undisclosed, improper or illegal compensation relating to an Offering, or Compensation greater than that disclosed in the prospectus or registration statement relating to the Offering;
 - 2) improper solicitations or agreements, whether express or implied, relating to any Offering, including, but not limited to solicitations or tie-in agreements to purchase: (i) additional shares of a company's stock at pre-determined prices; or (ii) shares of another corporation's stock; or
 - 3) violation of regulations S_K or M of the Securities Exchange Commission, or Conduct Rules 2110 and 2440 of the National Association of Securities Dealers.

For the purpose of this Endorsement, the term "Compensation" shall mean any commission, payments, fees, compensation or any other type of remuneration. "Compensation" shall also mean kickback's, bribes or any other similar type of payments.

All other terms and conditions remain unchanged.

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**DISCOVERY AMENDED
BILATERAL - ONE YEAR PRESET**

In consideration of the premium charged, it is hereby understood and agreed that the policy (and any endorsement amending Clause 10, DISCOVERY CLAUSE) is hereby amended to the extent necessary for the policy to provide the following:

Clause 10, DISCOVERY CLAUSE, is deleted in its entirety and replaced with the following:

10. DISCOVERY CLAUSE

Except as indicated below, if the Named Entity shall cancel or the Named Entity or the Insurer shall refuse to renew this policy, the Named Entity shall have the right to a period of either one, two or three years following the effective date of such cancellation or nonrenewal upon payment of the respective "Additional Premium Amount" described below (herein referred to as the "Discovery Period") in which to give to the Insurer written notice of Claims first made against the Insureds during said Discovery Period for any Wrongful Act occurring prior to the end of the Policy Period and otherwise covered by this policy. The rights contained in this paragraph shall terminate, however, unless written notice of such election together with the additional premium due is received by the Insurer within 30 days of the effective date of cancellation or nonrenewal. The Additional Premium for the Discovery Period shall be fully earned at the inception of the Discovery Period. The Discovery Period is not cancelable. This clause and the rights contained herein shall not apply to any cancellation resulting from non-payment of premium.

The Additional Premium Amount for: (1) one year shall be 125% of the "Full Annual Premium". As used herein, "Full Annual Premium" means the premium level in effect immediately prior to the end of the Policy Period.

In the event of a Transaction, as defined in Clause 12, the Named Entity shall have the right, within 30 days before the end of the Policy Period, to request an offer from the Insurer of a Discovery Period (with respect to Wrongful Acts occurring prior to the effective time of the Transaction) for a period of no less than three years or for such longer or shorter period as the Named Entity may request. The Insurer shall offer such Discovery Period pursuant to such terms, conditions and premium as the Insurer may reasonably decide. In the event of a Transaction, the right to a Discovery Period shall not otherwise exist except as indicated in this paragraph.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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Signing Schedule

SECURITIES BROKER/DEALER'S PROFESSIONAL LIABILITY INSURANCE

Placed With:

50.0000% CERTAIN UNDERWRITERS AT LLOYD'S
(as attached schedule)

50.0000% LEXINGTON INSURANCE COMPANY

100.0000% Order Hereon

Schedule of Lloyd's Underwriters

Share

Pseudonym

Syndicate No

50.0000% BRT

2987

HEAD OFFICE ADDRESS:
BRIT SYNDICATES LIMITED, 2ND FLOOR,
55, BISHOPSGATE, LONDON, EC2N 3AS

50.0000% Order Hereon

Duty to disclose Material Information:

Material Information is information that would influence an insurer in deciding whether a risk is acceptable and, if so, the premium, terms and conditions to be applied. Failure to disclose such information could result in the policy being rendered void so that **claims would not be paid**.

The duty of disclosure is re-imposed when there are changes or variations in cover and when the policy is renewed or extended. In addition, changes which substantially increase the risk, or relate to compliance with a warranty or condition in the policy must be notified at once.

To ensure that cover is not prejudiced, please refer to Aon if there is any doubt as to what information needs to be disclosed.

| | |
|---------------------------------------|----------------|
| POLICY No: SF403040X | 302 SWI |
|---------------------------------------|----------------|

SWINGLEHURST LIMITED

(IN ASSOCIATION WITH SAFEONLINE LTD)

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|----------------------|
| FOR LPSO USE: |
| FOR ILU USE: |
| FOR IUA USE: |

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Swinglehurst Limited
(in association with Safeonline Ltd)
Policy No. SP403040X

0302 SWI

Risk Details

TYPE: Security Broker/Dealer Errors and Omissions
Insurance - Claims Made basis

FORM: NMA2421

INSURED: Sterling Financial Investment Group, Inc

PRINCIPAL ADDRESS: 225 N.E. Mizner Blvd.,
Suite 400,
Boca Raton,
Florida,
33432,
USA

PERIOD: From: 9th May, 2004
To: 9th May, 2005
Both days at 12.01a.m. Local Standard Time

INTEREST: Security Broker/Dealers Errors and Omissions
Insurance

LIMIT OF LIABILITY: USD1,000,000 any one loss / USD2,000,000 in the
aggregate
Excess of
USD100,000 each and every claim

TERRITORIAL LIMITS: Worldwide

CONDITIONS: 1) Wording based on AIG Securities
Broker/Dealer's Professional Liability
Insurance (67801 (3/97))
2) NMA1256 Nuclear Incident Exclusion Clause
3) NMA1477 Radioactive Contamination
Exclusion Clause

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Swinglehurst Limited
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0302 SWI

- 4) NMA2918 War and Terrorism Exclusion Clause. However, terrorism cover as provided by the Terrorism Risk Insurance Act 2002 (TRIA) is available at 7.5% additional Premium. Under Federal law the United States reimburses 90% of covered terrorism losses exceeding the statutorily established deductible paid by Underwriters. The premium charged for this coverage is provided below and does not include any charges for the portion of loss covered by the Federal Government under the TRIA. Declaration to be completed by the assured
- 5) NMA1998 Service of Suit Clause naming: Sedgwick Detert Moran & Arnold, New York, NY
- 6) Notice of Claim to: Frank Crystal & Co., Inc., 40 Broad Street, New York, NY 10004
- 7) Notice of Election of Discovery to: Frank Crystal & Co., Inc., 40 Broad Street, New York, NY 10004
- 8) Retroactive Date: 30th May, 1997
- 9) Failure to Maintain Insurance Endorsement
- 10) Market Fluctuation Clause (BRIT Version #2)
- 11) Section 10. - Extended Discovery - amended to 365 days at 125% - unilateral
- 12) Coinsurance percentage - Nil
- 13) Change in Control of Broker/Dealer - Discovery amended to read "one year"
- 14) Laddering Exclusion
- 15) Non-Licensed Business Activity Exclusion
- 16) Asbestos, Lead & Toxic Mold Exclusion
- 17) Intentional Corporate Acts Exclusion
- 18) Registered Investment Advisory Endorsement (for Approved Activities)
- 19) Short Covered Call Options (AIG language)
- 20) Excessive Fees Exclusion
- 21) 'After Hours Trading' Exclusion
- 22) Application form dated : 28th April, 2004
- 23) Specific Representative Exclusion (wording to be agreed)
- 24) No account taken of 'Charles and Donna Gerard' and 'Dionys Brunner' matters

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302 SWI
Handwritten signature

JUN 10 2004 14:02 FR LEX: TON INSURANCE617 439 4733 TO 1442072643060 P.05

Swinglehurst Limited**0302 SWI****(in association with Safeonline Ltd)****Policy No. SF403040X****EXPRESS WARRANTIES:** Not applicable**CONDITIONS PRECEDENT:** Not applicable**SEVERAL LIABILITY:** **SEVERAL LIABILITY NOTICE**

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

LSW1001 (Insurance) 08/94

CHOICE OF LAW & JURISDICTION:Law: Worldwide
Jurisdiction: Worldwide**PREMIUM:**

USD245,000

BROKERAGE:

20.00%

PAYMENT TERMS:

BRIT Premium Payment Warranty (41 days)

OTHER DEDUCTIONS FROM PREMIUM:

Not applicable.

TAXES PAYABLE BY INSURED:

Not applicable

RECORDING, TRANSMITTING & STORING INFORMATION:

As on file with Swinglehurst Limited

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Swinglehurst Limited
(In association with Safeonline Ltd)**0302 SWI**

Policy No.SF403040X

Subscription Agreement**SLIP LEADER:**

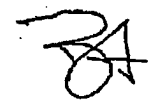
BRT 2987

**OTHER AGREEMENT
PARTIES FOR CONTRACT
CHANGES, IF ANY:**

Not applicable

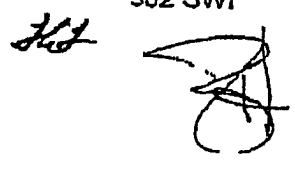
**BASIS OF AGREEMENT
TO CONTRACT CHANGES:**GUA (October 2001) with Non Marine Schedule
(October 2001)**DOCUMENT PRODUCTION:**Broker to produce policy wording for Slip Leader's
Agreement, approval or comments.**CLAIMS AGREEMENT
PARTIES:**Lloyd's syndicate BRT 2987
Xchanging Claims Services Ltd.

or

Lloyd's syndicate BRT 2987
Xchanging Ins-sure Services Ltd (non peer review)**BASIS OF CLAIMS
AGREEMENT:**Claims to be managed in accordance with the
Lloyd's 1999 Claims Scheme and IUA claims
Agreement practices.Where placement is 100% BRT lead, claims to be
managed by BRT 2987 with Xchanging Ins-
sure Services Ltd processing only (non peer
review).**CLAIMS ADMINISTRATION:**In accordance with the Lloyd's 1999 Claims
Scheme and IUA claims agreement practices.**RULES AND EXTENT****OF DELEGATED AUTHORITY:** None.**EXPERT(S) FEES:**

Lloyd's Broker to collect fees.

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Swinglehurst Limited
(in association with Safeonline Ltd)

0302 SWI

Policy No.SF403040X

BUREAUX ARRANGEMENTS: To be presented by Lloyd's Broker to Ins-sure

SIGNING PROVISIONS: Not applicable

Information

None

Fiscal and Regulatory

TAX PAYABLE BY
UNDERWRITER(S):

US CLASSIFICATION:

Surplus lines broker:
Frank Crystal & Co., Inc
40 Broad Street,
New York,
New York,
10004

State of Filing : Florida

NAIC CODES:

Not applicable

ALLOCATION OF PREMIUM
TO CODING

Not applicable

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